

# **EXHIBIT A**

**Patrick Macias**

---

**From:** "Patrick Macias" <pmacias@rflawllp.com>  
**To:** "David S Harris" <dsh@northbaylawgroup.com>  
**Cc:** "Bruce Abbott" <bruceabbott@sbcglobal.net>; "Alan Harris" <law@harrisandruble.com>; "Sarah N. Leger" <sleger@rflawllp.com>  
**Sent:** Tuesday, August 07, 2007 5:08 PM  
**Attach:** Arbitration provision - Spanish.pdf; Arbitration provision - English.pdf  
**Subject:** Perez v. Maid Brigade

David:

Thanks for returning my call today. Per your request, I am copying Alan Harris with this message. Please let me know if I do not have his correct email address.

As I mentioned, we have confirmed that we will be representing BMJ LLC in the above matter. Per our conversation, I am attaching a copy of that portion of the Employment Agreement Virginia Perez signed on December 20, 2002, which includes an arbitration provision with regard to any disputes arising out of Ms. Perez' employment with BMJ.

I am attaching the document she signed, in Spanish, along with the English language version of the document.

In light of this document, the Federal Court action should be stayed pending binding arbitration of Ms. Perez' claims. Please advise whether you will stipulate to a stay and a reference to binding arbitration.

We will appreciate a response at your earliest convenience, and by Thursday morning if possible, as we will prepare and file a motion in this regard if necessary.

Thanks for your continuing cooperation. I look forward to meeting you personally.

Patrick M. Macias  
RAGGHIANI FREITAS LLP  
874 Fourth Street  
San Rafael, CA 94901  
Telephone (415) 453-9433, ext. 120  
Mobile (415) 308-0447  
Facsimile (415) 453-8269  
email: [pmacias@rflawllp.com](mailto:pmacias@rflawllp.com)

This e-mail is confidential. If you are not the intended recipient, you must not disclose or use the information contained in it. If you have received this mail in error, please tell us immediately by return e-mail or telephone and delete the document and any attachments.

8/13/2007

#### H. Acuerdo Alternativo De Resolución de Disputas

- I. En el evento en el cual yo crea que Maid Brigade ha violado alguno de mis derechos legales derivados de mi empleo , o de la terminacion del mismo , Estoy de acuerdo con someter todas y cada una de las disputas a arbitramiento y a no presentar demandas legales alegando la violación de mis derechos. El arbitramiento será conducido de acuerdo con las reglas y procedimientos provistos en este acuerdo y a las reglas de la "American Arbitration Association" si no estan en conflicto con este acuerdo. Yo entiendo y estoy de acuerdo con que en cualquier procedimiento de arbitramiento, el arbitro tendrá en cuenta siempre de que mi empleo con Maid Brigade esta basado en el principio voluntario y por lo cual puedo ser despedido en cualquier momento, por cualquier razón y sin aviso previo. Tambien entiendo que el arbitro llegara a una decisión basado en estos mismos principios.
- II. Las clases de disputas cobijadas por esta politica incluyen, pero estan limitadas a las siguientes:
  - A. Reclamaciones por discriminacion laboral , incluyendo reclamos basados en la raza, género, orientación sexual, color, nacionalidad de origen, religion, incapacidad,condicion médica o fisica, edad, conducta fuera del empleo, estado marital, o cualquiera otra protegida por las leyes Federales o Estatales, asi como violaciones a cualquier ley federal o estatal, incluyendo el acto de seguridad de ingreso del pensionado" Employee Retirement Income Security Act (ERISA)"
  - B. Reclamaciones de la ley civil, contractual; y
  - C.Reclamaciones por compensacion laboral
- III. Este procedimiento sera usado por el empleado solo en el caso de que todos los procedimientos de manejo de la querella hayan sido agotado sin solución satisfactoria para el empleado.
- IV. Esta política incluye el fuero exclusivo para solucion de la disputa y es supuesto a ser final y aceptado por todas las partes involucradas.

Fecha 12/20/02 Firma del empleado: VIRGINIA PEREZ

#### **H. Alternative Dispute Resolution Agreement**

- I. In the event I believe that Maid Brigade has violated any of my legal rights arising out of my employment, or termination thereof, I agree to submit any and all such disputes to binding arbitration and not to file a lawsuit alleging a violation of my legal rights. Arbitration will be handled in accordance with the rules and procedures provided in this Agreement and the rules of the American Arbitration Association, where not in conflict with this Agreement. I understand and agree that in any arbitration proceeding, the arbitrator(s) will rule that my employment with Maid Brigade is "at will" and that I can be dismissed at any time, for any reason without notice. I also understand that the arbitrator(s) will reach a ruling based upon these principles.**
- II. Categories of disputes covered by this policy include, but are not limited to:**
  - A. Claims of employment discrimination, including claims based on race, gender, sexual orientation, color, national origin, religion, disability, medical or physical condition, age, off-duty conduct, marital status, or any protected status under Federal or State laws, and violations of any Federal or State laws, including the Employee Retirement Income Security Act (ERISA);**
  - B. Common law claims, including contract and tort claims; and**
  - C. Worker's compensation claims.**
- III. This process may be used by an employee only when the Company's grievance procedure has been exhausted, and the dispute is not resolved to the employee's satisfaction.**
- IV. This policy includes the exclusive forum for dispute resolution and is intended to be final and binding on all parties.**

**Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_**